

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ISLANDWIDE FOOD SERVICE, INC.,

Case No. 09-cv-3440 (SJF)(ARL)

Plaintiff,

**STIPULATION AND
SETTLEMENT AGREEMENT**

- against -

SINGH HOSPITALITY GROUP, INC. in its
individual corporate capacity and d/b/a
SINGLETONS SEAFOOD SHACK, H.R.
SINGLETONS GRILL & BAR, WOODLANDS AT
THE GREENS and WATER'S EDGE
RESTAURANT, SRB CONVENTION AND
CATERING CORP. d/b/a THE WOODLANDS, RBS
RESTAURANT, INC. d/b/a RUBY'S FAMOUS
BBQ, BRS RESTAURANT, INC. d/b/a THOM
THOM STEAK & SUSHI, H&R CONVENTION &
CATERING CORP. d/b/a POCO LOCO, and
HARENDRA SINGH, Individually and in any
corporate capacity, RUBY SINGH, Individually
and in any corporate capacity, JAY JEDEJA,
Individually and in any corporate capacity,

Defendants.

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WHEREAS, the plaintiff herein, Islandwide Food Service, Inc. ("Plaintiff"),
initiated this action to preserve its rights as the beneficiary of a statutory trust
under the Perishable Agricultural Commodities Act, hereinafter PACA, and

WHEREAS, Singh Hospitality Group, Inc., in its individual corporate
capacity and d/b/a Singleton's Seafood Shack, H.R. Singleton's Grill & Bar,
Woodlands at the Greens and Water's Edge Restaurant, SRB Convention and
Catering Corp. d/b/a The Woodlands, RBS Restaurant, Inc. d/b/a Ruby's Famous
BBQ, BRS Restaurant, Inc. d/b/a Thom Thom Steak & Sushi, H&R Convention &

Catering Corp. d/b/a Poco Loco, and Harendra Singh, Individually and in any corporate capacity, Ruby Singh, Individually and in any corporate capacity and Jay Jedeja (collectively, the "Defendants") acknowledge that they owe to Plaintiff the total amount of \$86,000.00 for produce sold and delivered to it, inclusive of legal fees and costs (the "Amount Due"), and that Plaintiff has preserved its rights under the PACA with regard to that claim; and

WHEREAS, Plaintiff and Defendants wish to settle Plaintiff's claim against the Defendants;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that the parties wish to settle this matter upon the following terms and conditions:

1. Defendants may continue to liquidate the inventory of Singh Hospitality Group, Inc., in its individual corporate capacity and d/b/a Singleton's Seafood Shack, H.R. Singleton's Grill & Bar, Woodlands at the Greens and Water's Edge Restaurant, SRB Convention and Catering Corp. d/b/a The Woodlands, RBS Restaurant, Inc. d/b/a Ruby's Famous BBQ, BRS Restaurant, Inc. d/b/a Thom Thom Steak & Sushi and H&R Convention & Catering Corp. d/b/a Poco Loco through retail sales in the ordinary course of its business;

2. Defendants agree to pay to Plaintiff the sum of \$10,000.00 by Friday, August 21, 2009, the sum of \$10,000.00 by Friday, September 4, 2009 and the sum of \$10,000.00 by Friday September 18, 2009, by bank or certified check;

3. The balance of \$56,000.00 remaining after the three (3) payments referenced in paragraph two (2) above shall be paid in twenty six (26) equal

installments of \$2,153.85, by business or personal check, beginning on Friday, September 25, 2009 and continuing each and every Friday thereafter until the Amount Due is paid in full;

4. The first \$10,000.00 payment referenced in paragraph 2 above must be payable to Plaintiff's counsel, Crowell & Moring LLP, and must be received by Plaintiff's counsel at its office located at 590 Madison Avenue, 20th Floor, New York, New York 10022. All other payments referenced in paragraphs 2 and 3 above must be payable to Court Recovery Service, Inc., 475 Main Street, Suite 1F, Farmingdale, New York 11735. All payments must be received and must be received by the dates set forth in paragraphs 2 and 3, time being of the essence;

5. That in the event the Defendants fail to pay the monthly amount due, or any payment fails to clear for any reason, then upon the expiration of a seven (7) day notice to cure provided by overnight delivery to the Defendants' counsel, William J. Garry, Esq., Jaspan Schlesinger, LLP, 300 Garden City Plaza, Garden City, New York 11530 and to Jay Jadeja of Singh Hospitality Group, 150 Hicksville Road, Bethpage, New York, Plaintiff may submit to the Court an application for judgment proving by appropriate certification the balance of the Amount Due, giving the appropriate credit for amounts paid; and

6. All written notices set forth herein shall be forwarded to William J. Garry, Esq., Jaspan Schlesinger LLP, 300 Garden City Plaza, Garden City, New York 11530 and Jay Jadeja of Singh Hospitality Group, 150

Hicksville Road, Bethpage, New York.

Dated: ~~August~~ , 2009

Sept. 9

CROWELL & MORING LLP

Attorneys for Plaintiff

By: 

Timothy J. Pierst

590 Madison Avenue, 20th Floor
New York, New York 10022

Dated: August *20* , 2009

JASPAN SCHLESINGER HOFFMAN LLP

Attorney for Defendants

By: 

William J. Garry

300 Garden City Plaza
Garden City, New York 11530

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POCO LOCO

By: 


HARENDRA SINGH


JAY JADEJA